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CERTIFIED-FILED FOR RECORD
Mary E. Dempsey
Recorder of Deeds
St. Charles County, Missouri
BY: CGRAF \$60.00

(ABOVE SPACE RESERVED FOR RECORDER'S USE)

Document Title: Environmental Covenant

Document Date: 4/11, 2019

Grantor: Findett Real Estate Corporation
31 Eagle Cove Lane
St. Charles, MO 63303

Grantee: Findett Real Estate Corporation
31 Eagle Cove Lane
St. Charles, MO 63303

Department: U.S. Environmental Protection Agency, Region 7
Attn: Superfund Division
11201 Renner Boulevard
Lenexa, Kansas 66219

Legal Description: See attached Exhibit A



ENVIRONMENTAL COVENANT

This Environmental Covenant ("Covenant") is entered into by and between the Grantor, Findett Real Estate Corporation ("Owner"), a Missouri corporation, the Grantee, Findett Real Estate Corporation ("Holder"), and the U.S. Environmental Protection Agency, Region 7 ("EPA" or "Department") pursuant to the Missouri Environmental Covenants Act, Sections 260.1000 through 260.1039, RSMo ("MoECA"). Owner, Holder, and the EPA may collectively be referred to as the "Parties" herein.

RECITALS

WHEREAS, Owner is the owner in fee simple of certain real property commonly known and numbered as 8 Governor Drive, St. Charles, Missouri 63301, legally described in Exhibit A and depicted on the site map attached hereto as Exhibit B (the "Property");

WHEREAS, the Property is situated in St. Charles County, Missouri;

WHEREAS, Owner desires to grant to the Holder this Covenant for the purpose of subjecting the Property to certain activity and use limitations as provided for in the MoECA for the purpose of ensuring the protection of human health and the environment by minimizing the potential for exposure to contamination that remains on the Property and to ensure that the Property is not developed, used, or operated in a manner incompatible with the environmental response project implemented at the Property;

WHEREAS, the EPA enters into this Covenant as a "department" pursuant to the MoECA, with all the attendant rights of a "department" under such Act, which include, but are not limited to, having a right to enforce this Covenant;

WHEREAS, Holder enters into this covenant as a "holder" pursuant to the MoECA, with all the attendant rights of a "holder" under such Act, which include, but are not limited to, acquiring an interest in the Property and a right to enforce this Covenant;

WHEREAS, the EPA and responsible parties performed an investigation and "environmental response project" (as defined in the MoECA) at the Property, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 - 9675 ("CERCLA"). This Covenant is being filed with the appropriate recorder of deeds because contaminants of concern remain at the Property at levels that do not allow for unrestricted land use or unlimited exposures, following the investigation and remediation of the Property under CERCLA;

WHEREAS, the environmental response project conducted at the Property included the following activities:

- The Property began operating in 1962 as an industrial facility which reprocessed heat transfer fluids, hydraulic fluids, solvents and catalysts. The process fluids and materials contained hazardous substances including volatile organic compounds ("VOCs") and



polychlorinated biphenyls ("PCBs"). In the late 1980s, the EPA and Missouri Department of Natural Resources ("MDNR") conducted a remedial investigation of the Property pursuant to CERCLA. This investigation led to the signing of a Record of Decision ("ROD") for Operable Unit 1 ("OU1") on the Property on December 12, 1988. The selected remedy included the hydraulic control and treatment of the VOC-contaminated shallow groundwater plume and the offsite treatment and disposal of shallow soils, as well as a review of such remedial actions every five (5) years to ensure the protection of human health and the environment. On December 29, 1989, the EPA and Owner's predecessor, Findett Corporation, entered into a Consent Decree requiring Owner to conduct the remedial actions as set forth in the 1988 ROD. A groundwater extraction and treatment system ("GETS") was installed in 1991, and the contaminated soils were excavated and disposed of in an offsite facility. This resulted in the completion of the remedial action for OU1 in 2003. However, the Five-Year Review completed on September 25, 2015 ("Five-Year Review") noted that there were detections of contaminants above their regulatory standards or risk-based screening levels in the OU1 extraction wells and monitoring network, possible incomplete containment of the contamination, and concerns regarding the potential for non-continuous operation of the GETS. In 2016, the GETS was expanded to ensure continuous operations. The Five-Year Review suggested the implementation of institutional controls preventing future residential land use, construction of buildings onsite, and exposure to contaminated subsurface soils;

- On October 4, 2000, the EPA entered into an Administrative Order on Consent ("AOC") with a group of responsible parties requiring removal of PCB-contaminated soils above 25 parts per million and located above the groundwater table at Operable Unit 2 ("OU2") on the Property. This AOC is on file with the EPA Region 7 Hearing Clerk under Docket No. CERCLA VII-2000-0028. The soil removal action was completed in July 2001. The Five-Year Review observed that, while the soil removal action was complete, some contaminants remained, so institutional controls should be implemented preventing future residential land use and exposure to contaminated subsurface soils and groundwater;

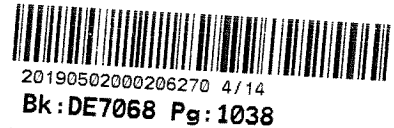
WHEREAS, upon completion of the response actions described above, contaminants of concern have remained on the Property above levels that are protective of unrestricted use of, and unlimited exposures at, the Property; and

WHEREAS, the remedies described above are deemed protective if and only if the activity and use limitations described in this Covenant remain in place for as long as the contaminants of concern remain at the Property above levels that allow for the unrestricted use of, and unlimited exposures at, the Property.

NOW THEREFORE, Owner, Holder, and the EPA as the "Department" as defined at Section 260.1003(3) of MoECA, agree to the following:

1. Parties.

The Owner, Holder, and the EPA are Parties to this Covenant, and may enforce it as provided in



Section 260.1030, RSMo.

2. Activity and Use Limitations.

Owner hereby subjects the Property to, and agrees to comply with, the following activity and use limitations:

- a. **No Residential Land Use:** Based on reports on file at the EPA's offices in Lenexa, Kansas and MDNR's offices in Jefferson City, Missouri, the Property currently meets the EPA's and MDNR's standards for non-residential use. Therefore, contaminants of concern remaining at the Property do not pose a significant current or future risk to human health or the environment so long as the following restrictions remain in place: The Property shall **not** be used for residential purposes, which for purposes of this Covenant include but are not limited to: single family homes, duplexes, multi-plexes, apartments, condominiums, schools, child-care facilities, or any land use where persons can be expected to reside.
- b. **No Disturbance of Soil:** Based on reports on file at the EPA's offices in Lenexa, Kansas and MDNR's offices in Jefferson City, Missouri, contaminants of concern remaining at the Property exceed the EPA's and MDNR's standards for non-residential use and construction worker exposure, but do not pose a significant current or future risk to human health or the environment with respect to non-residential uses of the property so long as the soil is not disturbed such that exposure would result. Therefore, soil on the Property shall not be excavated or otherwise disturbed in any manner without the prior written approval of the EPA or MDNR. If an Owner/Transferee desires to disturb soil at the Property, then such Owner/Transferee shall request permission to do so from the EPA or MDNR at least thirty (30) days before the soil disturbance activities are scheduled to begin. Based on the potential hazards associated with the soil disturbance activities, the EPA or MDNR may deny the request to disturb the soils as required to ensure human health and the environment or may, for that purpose, require specific protective or remedial actions before allowing such soil disturbance activities to occur. Contaminated soil may be disturbed if necessary during an emergency (such as water or gas main break, fire, explosion or natural disaster), in which case the Owner/Transferee shall ensure that notification is provided to the EPA or MDNR orally or in writing as soon as practicable, but no later than forty-eight (48) hours after the disturbance. Any contaminated soil disturbed as part of an emergency response action must be returned to its original location and depth, or properly characterized, managed and disposed of, in accordance with all applicable local, state, and federal requirements. Within thirty (30) days after such emergency has been abated, the Owner/Transferee shall provide a written report describing such emergency and any response actions.
- c. **Construction Worker Notice:** In the event that construction or excavation work is to be performed that may expose workers to contaminated soil on the Property, Owner/Transferee shall ensure that actual notice is provided in advance, both orally and in writing, to any person or entity performing any work that results in exposure to such soil, so that appropriate protective measures are taken to protect such workers' health and



safety in accordance with applicable health and safety laws and regulations. Such notice shall include, but not be limited to, providing a copy of this Covenant to any individuals responsible for the construction. Owner/Transferee shall maintain copies of any such written notice for a period of at least three (3) years, and shall provide copies of such records to the EPA or MDNR upon request.

d. No Drilling or Use of Groundwater: Based on reports on file at the EPA's offices in Lenexa, Kansas and MDNR's offices in Jefferson City, Missouri, contaminants of concern remain in groundwater in one or more zones beneath the Property at levels exceeding the Maximum Contaminant Levels ("MCLs") set forth in the Safe Drinking Water Act, 42 U.S.C. §§ 300j-26, and regulations promulgated thereunder at 40 C.F.R. Part 141. The MCLs are the maximum permissible levels of contaminants in water which is delivered to any user of a public water system. Therefore, in addition to any applicable state or local well use restrictions, the following restrictions shall apply to the Property:

- (i) Groundwater from the Property shall not be consumed or otherwise used for any purpose, except as approved by the EPA or MDNR for the collection of samples for environmental analysis purposes, collection or treatment of groundwater for remedial purposes, or collection or treatment of groundwater as part of excavation or construction activities;
- (ii) There shall be no drilling or other artificial penetration of any groundwater-bearing unit(s) containing contaminants, unless performed in accordance with a work plan approved by the EPA or MDNR; and
- (iii) Installation of any new groundwater wells on the Property is prohibited, except for wells used for investigative, monitoring and/or remediation purposes installed in accordance with a work plan approved by the EPA or MDNR.

e. No Construction of Buildings:

Based on reports on file at the EPA's offices in Lenexa, Kansas and MDNR's offices in Jefferson City, Missouri, contaminants of concern remaining at the Property exceed the EPA's standards for residential use related to subsurface soil/groundwater to indoor air exposure for volatile contaminants. Therefore, no enclosed buildings may be constructed on the Property without written approval from the EPA or MDNR. If an Owner/Transferee desires to construct a building on the Property, then such Owner/Transferee shall request, in writing, approval from the EPA or MDNR at least sixty (60) days before construction is anticipated to begin. Based upon applicable authorities to protect from risk to human health and the environment associated with the construction, the EPA or MDNR may approve the request, deny the request, or may require specific protective or remedial actions before allowing construction activities to occur. Construction shall not be initiated prior to receipt of written approval from the EPA or MDNR.

If any person desires in the future to use the Property for any purpose or in any manner that is prohibited by this Covenant, the EPA and MDNR must be notified in advance so that a Modification, Temporary Deviation, or Termination request can be considered as described

below. Further analyses and/or response actions may be required prior to any such use.

3. Running with the Land.

This Covenant shall be binding upon Owner and Owner's heirs, successors, assigns, and other transferees in interest (collectively referred to as "Transferees") during their period of ownership, and shall run with the land, as provided in Section 260.1012, RSMo, subject to amendment or termination as set forth herein. The term "Transferee(s)," as used in this Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees (subject to applicable lender liability protections prescribed by law), easement holders, and/or lessees.

4. Location of Files and Records.

Records of this environmental response project for the Property are currently located at the EPA's offices in Lenexa, Kansas and MDNR's offices in Jefferson City, Missouri. Information regarding the environmental response project may be obtained by making a request to the EPA pursuant to the federal Freedom of Information Act, 5 U.S.C. § 552, or to MDNR pursuant to the Missouri "Sunshine Law", Chapter 610, RSMo. Requests should reference the site identification name of "Findett Corp., MOD006333975."

5. Enforcement.

Compliance with this Covenant may be enforced as provided in Section 260.1030, RSMo. MDNR (and any successor agencies) is expressly granted the power to enforce this Covenant. Failure to timely enforce compliance with this Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Covenant shall restrict any person from exercising any authority under any other applicable law.

In addition to or in lieu of any other remedy authorized by law, prior to taking legal action to enforce this Covenant, the EPA may require Owner/Transferee to submit a plan to investigate and/or correct any alleged violation of this Covenant, in which case the EPA will provide written notification to the Holder. If such Owner/Transferee fails to act within the required timeframe or if the EPA finds a proposed remedy unacceptable, the EPA may pursue any remedy authorized by law. In such event, the EPA will provide written notification to the Holder, prior to or contemporaneously with any legal action taken to enforce this Covenant. Should MDNR decide to exercise its right to enforce this Covenant, MDNR shall so notify the EPA and Holder at least thirty (30) calendar days in advance of taking formal action to do so.

6. Right of Access.

Owner, on behalf of itself and any Transferees, hereby grants to the Holder, the EPA, MDNR, and their respectively authorized agents, contractors, and employees, the right to access the Property at all reasonable times for implementation, monitoring, inspection, or enforcement of



this Covenant and the related environmental response project. Nothing herein shall be deemed to limit or otherwise impede the EPA's or MDNR's rights of access and entry under federal or state law or other agreement.

7. Compliance Reporting.

Owner/Transferee shall submit to Holder, the EPA, and MDNR, by no later than January 31st of each year, documentation verifying that the activity and use limitations imposed hereby were in place and complied with during the preceding calendar year. The Compliance Report shall include the following statement, signed by Owner/Transferee:

I certify that to the best of my knowledge, after thorough evaluation of appropriate facts and information, the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

In the event that an Owner, Transferee, or Holder becomes aware of any noncompliance with the activity and use limitations described in Paragraph 2 above, such person or entity shall notify all other Parties to this Covenant in writing as soon as possible, but no later than ten (10) business days thereafter.

8. Additional Rights.

Reserved.

9. Notice upon Conveyance.

Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Covenant, and provide the recording reference for this Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT DATED_____, 2019, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF ST. CHARLES COUNTY, MISSOURI, ON_____, 2019, AS DOCUMENT_____, BOOK_____, PAGE_____.

Owner/Transferee shall notify Holder, the EPA, and MDNR within ten (10) days following each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, and a copy of the deed or other documentation evidencing the conveyance.

10. Representations and Warranties.

Owner hereby represents and warrants to Holder and the EPA that:



- a) that Owner has the power and authority to enter into this Covenant, to grant the rights and interests herein provided and to carry out all of Owner's obligations hereunder;
- b) that this Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected; and
- c) that Owner is the sole owner of the Property and holds fee simple title, which is free, clear and unencumbered.

11. Amendments, Termination, and Temporary Deviations.

This Covenant may be amended or terminated by approval of the EPA (in consultation with MDNR), Holder, and the current Owner/Transferee of record at the time of such amendment or termination, pursuant to section 260.1027 RSMo. Any other Parties to this Covenant hereby waive the right to consent to any amendment to, or termination of, this Covenant. Following signature by all requisite persons or entities on any amendment or termination of this Covenant, Owner/Transferee shall record and distribute such documents as described below.

Temporary deviations from the obligations or restrictions specified in this Covenant may be approved by the EPA (in consultation with MDNR) in lieu of a permanent amendment to this Covenant. Owner/Transferee may submit a written request to the EPA to temporarily deviate from specified requirements described herein for a specific purpose and timeframe. Any such request shall be transmitted to Holder and the EPA as described below. The request must specifically invoke this paragraph of this Covenant, fully explain the basis for such temporary deviation, and demonstrate that protection of human health and the environment will be maintained. The EPA shall evaluate the request and convey approval or denial in writing, on a reasonably timely basis. Owner/Transferee may not deviate from the requirements of this Covenant unless and until such approval has been obtained.

12. Severability.

If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. Governing Law.

This Covenant shall be governed by and interpreted in accordance with the laws of the State of Missouri.

14. Recordation.

Within thirty (30) days after the date of the final required signature upon this Covenant or any amendment or termination thereof, Owner shall record this Covenant with the appropriate recorder of deeds for each county in which any portion of the Property is situated. Owner shall be responsible for any costs associated with recording this Covenant.



15. Effective Date.

The effective date of this Covenant shall be the date upon which the fully executed Covenant has been recorded with the office of the recorder of the county in which the Property is situated.

16. Distribution of Covenant.

Within thirty (30) days following the recording of this Covenant, or any amendment or termination of this Covenant, Owner/Transferee shall, in accordance with Section 260.1018, RSMo, distribute a file- and date-stamped copy of the Covenant as recorded with the appropriate recorder of deeds (including book and page numbers) to: (a) each of the Parties hereto; (b) each person holding a recorded interest in the Property, including any mortgagees or easement holders; (c) each person in possession of the Property; (d) each municipality or other unit of local government in which the Property is located; (e) MDNR; and (e) any other person designated herein.

17. Contact Information.

Any document or other item required by this Covenant to be given to another party hereto shall be sent to:

If to Owner/Transferee:

Findett Real Estate Corporation
31 Eagle Cove Lane
St. Charles, MO 63303

If to the EPA:

Director, Superfund Division
U.S. Environmental Protection Agency, Region 7
11201 Renner Blvd.
Lenexa, KS 66219

If to MDNR:

Superfund Section Chief
Missouri Department of Natural Resources
Hazardous Waste Program
P.O. Box 176
Jefferson City, MO 65102-0176

Owner/Transferee, Holder, the EPA, or MDNR may change the designated recipient of such notices by providing written notice of the same to each other. If any notice or other submittal under this Covenant is received by a former Owner/Transferee who no longer has an interest in the Property, then such former Owner/Transferee shall notify the EPA, Holder, MDNR, and the current Owner/Transferee of the Property regarding the misdirected communication.



18. Reservation of Rights.

This Covenant is a necessary component of the environmental response project described above. Nothing in this Covenant shall be construed so as to relieve any Owner/Transferee from the obligation to comply with this Covenant during their period of ownership, or the obligation to comply with any other source of law. This Covenant is not a permit, nor does it modify any permit, order, agreement, decree, or judgment issued under any federal, State, or local laws or regulations, and the EPA does not warrant or aver in any manner that an Owner/Transferee's compliance with any aspect of this Covenant will result in compliance with any such requirements. The EPA and MDNR reserve all legal and equitable remedies available to enforce the provisions of this Covenant or any other legal requirement, and/or to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the Property. Nothing herein shall be construed so as to prevent the EPA, MDNR, or Holder from taking any independent actions as allowed by law.

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The undersigned represent and certify that they are authorized to sign this Covenant on behalf of their respective Parties.

IT IS SO AGREED:

FOR FINDETT REAL ESTATE CORPORATION, a Missouri Corporation

By: *George Garrison* Date: *April 5, 2019*
Name: George Garrison
Title: President
Address:
31 Eagle Cove Lane
St. Charles, MO 63303

STATE OF *South Carolina*)
COUNTY OF *Spartanburg*)

On this *5th* day of *April*, 2019, before me a Notary Public in and for said state, personally appeared George Garrison, the president of Findett Real Estate Corporation, a Missouri corporation, known to me to be the person who executed the within Environmental Covenant on behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

Mitzi M. Morris
Notary Public

Mitzi M. Morris
My Commission Expires
December 17 2023
State of South Carolina



FOR THE EPA

By: Mary P. Peterson Date: 4/11/2019
Mary P. Peterson, Director
Superfund Division
U.S. Environmental Protection Agency, Region 7
11202 Renner Boulevard
Lenexa, KS 66219

STATE OF KANSAS)
COUNTY OF JOHNSON)

On this 11th day of April, 2019, before me a Notary Public in and for said state, personally appeared Mary P. Peterson (or her designee), Director of the Superfund Program of the U.S Environmental Protection Agency, a federal agency, known to me to be the person who executed the within Covenant on behalf of said agency and acknowledged to me that she executed the same for the purposes therein stated.



Milady R. Peters
Notary Public



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EXHIBIT A

Lots Five (5), Six (6), Seven (7), and Eight (8) of Gardnerville Industrial Park, a subdivision of part of the North half of the Southeast quarter of Section 23, Township 47 North, Range 4 East, as said lots are shown on the Plat of said Subdivision recorded in Plat Book 8 page 17 of the St. Charles County Recorder's Office.

EXHIBIT B



20190502000206270 14/14

Bk:DE7068 Pg:1048



RECORD AS IS

LAW OFFICE OF
ELLEN S. GOLDMAN
LICENSED IN KANSAS AND MISSOURI

May 21, 2019

George Garrison
Santolubes, LLC
2155 West Craft Circle
Spartanburg, SC 29302

Re: Findett Real Estate Corporation

Dear George:

Enclosed please find the original recorded Deed from St. Charles County. I have retained a copy in my electronic filing system. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,



Ellen S. Goldman

Enclosure

ESG:rlb

St. Charles County Recorder's Office
 Mary E. Dempsey
 201 North Second Street, Suite 338
 St. Charles , MO 63301
 (636) 949-7505 www.sccmo.org

Receipt for Services

Cashier	CGRAF	Batch # 1014171
Customer Name	LAW OFFICE OF ELLEN GOLDMAN/ENV	Date: 05/02/2019 Time: 02:10:54PM
Remarks	DR/CMG	

Date	Instrument No	Document Type	Transaction Type	GF Number	Pg/Amt
5/2/2019 2:10:54PM	20190502000206270	COVEN	DE7068 1035		14
Party 1: FINDETT REAL ESTATE CORP		Party 2: FINDETT REAL ESTATE CORP			
		COVEN	Total:		\$60.00
		Fee Total:			\$60.00
CHECK	4704	ELLEN S GOLDMAN ATTNY			60.00
Payment Total:					\$60.00